

JAMES PROPERTY INVESTMENTS

15 S.W. COLORADO AVE., SUITE 5

BEND, OR 97702

(541) 382-7165

FAX: (541) 383-0582

EMAIL: JPI@BENDCABLE.COM

January 20, 2006

Via Fax: 804-418-8162

Annette Vinniane, Property Administrator  
Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, VA 23233

Re: Washington Green Shopping Center Store No. 3323  
Tigard, Oregon

Dear Annette:

This is to confirm that Washington Green Shopping Center Tenants in Common, which was formerly known as Beim and James Properties III, has sold the Shopping Center to G Group, LLC as of January 3, 2006. Please send your rent payments for February, 2006 and thereafter to the new Owner as follows:

G Group, LLC  
PO Box 529  
Eugene, OR 97440

Express Address:  
G Group, LLC  
388 Pearl Street  
Eugene, OR 97401

Voice: 541/465-1600

Facsimile: 541/485-2050

Property Manager: Neill Plant email: [neillp@giustina.com](mailto:neillp@giustina.com)

We will be sending you a 2005 CAM reconciliation in the next few weeks. I have enjoyed having Circuit City as a tenant at the Washington Green Shopping Center. I am sure you will continue to be well taken care of under the ownership of the G Group.

Sincerely,



John K. James, Manager  
Washington Green Shopping Center  
Tenants in Common

**G GROUP, LLC**

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P.O. BOX 529  
EUGENE, OREGON 97440  
(541) 465-1600 EUG  
(503) 224-4300 PDX  
(541) 485-2050 FAX

December 30, 2005

Ms. Michele King  
Circuit City Store  
9180 SW Hall Blvd.  
Tigard, OR 97223

Re: Change of Ownership – Washington Green TIC

Dear Ms. King:

Effective January 1, 2006, the management and ownership of Washington Green Shopping Center changed. The new property management is G Group, LLC and I am your new property manager. Enclosed you will find my business card for your files.

Debbie Bailor is our dispatch manager and is often your primary contact when you call our office. Debbie will route the necessary information to me and/or our maintenance staff. Our objective is to respond promptly and professionally to issues as they occur. G Group can be contacted 24/7 should any emergencies occur.

The new owner is Washington Green TIC. Your rent checks should now be made payable to:

Washington Green TIC  
c/o G Group, LLC  
PO Box 529  
Eugene, OR 97440

Also, enclosed is a Contact Information Form. Please fill out this form and return it to the address referenced above so we may keep your information up to date.

We look forward to the opportunity of serving your building needs at Washington Green Shopping Center.

Sincerely,



Christian Fox  
Property Manager

khc  
enclosures  
cc: PM-1151

**G GROUP, LLC**

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P.O. BOX 529  
EUGENE, OREGON 97440  
(541) 465-1600 EUG  
(503) 224-4300 PDX  
(541) 485-2050 FAX

December 30, 2005

Ms. Janet Gibbs  
Regional Manager  
Circuit City Store #3323  
9950 Mayland Dr.  
Richmond, VA 23233

Re: Change of Ownership -- Washington Green TIC

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December 30, 2005

Ms. Janet Gibbs  
Regional Manager  
Circuit City Store #3323  
9950 Mayland Dr.  
Richmond, VA 23233

Re: Sale of Washington Green Shopping Center

Dear Ms. Gibbs:

Please take notice that on January 1, 2006, James Property Investments ("**Prior Landlord**"), will have sold the above-referenced real property to Washington Green TIC ("**Current Landlord**"). Commencing with the rent due February 1, 2006, and following, rent payments to Current Landlord should be made payable to Washington Green and sent to the following address:

Washington Green TIC  
c/o G Group, LLC  
PO Box 529  
Eugene, OR 97440

Effective immediately, the address for notices to be sent to Current Landlord will be as follows:

Washington Green TIC  
c/o G Group, LLC  
PO Box 529  
Eugene, OR 97440

This letter also constitutes notice that Prior Landlord has transferred to Current Landlord any security deposit previously held by Prior Landlord.

For reporting purposes, please use the following taxpayer's identification number: 93-1192666.

Within fifteen (15) days following the date of this letter, please (1) cause Current Landlord to be added as an additional insured under all policies identified in your lease for which the lessor is to be an additional Insured and (2) deliver to Current Landlord written evidence of Current Landlord having been so named as an additional insured.

Sincerely,



Neill Plant  
Controller

khc

cc: PM-1151

**G GROUP, LLC**

---

P.O. BOX 529  
EUGENE, OREGON 97440  
(541) 465-1600 EUG  
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Sincerely,



Neill Plant  
Controller

khc

cc: PM-1151

**CONSENT**

The undersigned is the owner or manager/agent of the owner of the premises at 9180 SW Hall Blvd., Tigard, Oregon at which Circuit City is a tenant.

The undersigned hereby approves and consents to the installation of an In Building Radio Distribution System by Verizon Wireless or its contractors at the premises.\*

The undersigned further agrees that any installation by Verizon Wireless or on its behalf shall remain the personal property of Verizon Wireless, and shall not become part of the real estate or a fixture of the same. This document is intended to satisfy any consent, approval of or any similar requirement in the lease agreement between the undersigned and Circuit City.

The undersigned represents that it has full authority to enter into this Consent on behalf of the owner.

Dated: 10/17/05

By: 

\* This consent is subject to the condition that either Verizon Wireless or Circuit City Stores, Inc. shall be responsible for all repairs and maintenance related to the installation, and that on or before the termination of the Lease, the installation shall be removed and the Premises shall be restored to their pre-existing condition and the Owner shall not incur any costs related to this installation. Should such installation negatively interfere with the operations of nearby tenants, Landlord reserves the right to withdraw this consent.

**FIRST AMENDMENT TO LEASE AGREEMENT**

This **FIRST AMENDMENT TO LEASE AGREEMENT** ("this Amendment") is made and entered into this 10<sup>th</sup> day of January, 1995, by and between **BEIM & JAMES PROPERTIES III**, a California limited partnership ("Landlord"), having an address at 15 S.W. Colorado Avenue, Suite 3, Bend, Oregon 97702, and **CIRCUIT CITY STORES, INC.**, a Virginia corporation ("Tenant"), having an address at 9950 Mayland Drive, Richmond, Virginia 23233.

**RECITALS:**

**WHEREAS**, Landlord and Tenant have entered into a Lease (the "Lease"), dated April 1, 1994, whereby Landlord demised and leased to Tenant certain premises as described in the Lease and consisting of an area of approximately 56,510 square feet, together with the building and other improvements to be constructed thereon pursuant to the Lease, in the Washington Green Shopping Center (the "Shopping Center") located in Portland, Washington County, Oregon, as evidenced by that Memorandum of Lease, dated April 1, 1994, recorded as Document No. 94040360 in the Real Property Records of Washington County, Oregon; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease to provide for, among other things, (i) a reduction in the amount of leased area from 56,510 square feet to 40,817 square feet resulting in Tenant relinquishing the Additional Retail space of approximately 14,640 square feet, and (ii) a reduction in the amount of the Tenant Improvement Allowance from \$2,725,000.00 to \$2,625,000.00;

**NOW, THEREFORE**, for and in consideration of the premises, the mutual covenants provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Lease is hereby amended as follows:

1. By this Amendment, Tenant relinquishes its rights to lease the Additional Retail space and to assign or sublease such Additional Retail space as provided for in Paragraph 17 of the Lease, and Tenant is released from any and all obligations relating to the Additional Retail space under the Lease, including, but not limited to, any maintenance and repair obligations and any costs thereof, as well as any obligations to pay real estate taxes. Therefore, the term "Land" referenced in the Lease shall mean that 40,817 square foot parcel on which the Building and Other Improvements are located, as more particularly shown (approximately) and outlined in red on Exhibit "A" attached to this Amendment (the "Site Plan"), such that the Additional Retail space shall not be included within the term "Premises" whenever referenced in the Lease. The term "Additional Retail" as referenced in the Lease shall mean that 14,640 square foot parcel as shown on the Site Plan, and shall be included within the term "Landlord's Premises" under the Lease for all purposes.

2. The site plan originally attached to the Lease as Exhibit "A" is deleted in its entirety and the Site Plan attached to this Amendment as Exhibit "A" is substituted therefor and shall be the "Site Plan" referenced in the Lease and become the new Exhibit "A" to the Lease. The Site Plan attached as Exhibit "A" to this Amendment amends the Lease in order to show the 40,817 square foot parcel of actual space leased and to be occupied by Tenant, and the Additional Retail space of 14,640 square feet, which shall be included in "Landlord's Premises". Paragraph 5 of the Lease is amended to provide that there exist no less than 190 parking spaces in the Tenant's Preferred Area and 34 spaces in the Joint Parking Area, as shown on the Site Plan attached hereto. Landlord covenants and agrees that the parking spaces located in the Joint Parking Area shall not be reserved for use by any particular tenant or occupant, but shall be available for use by all occupants of the Shopping Center and their customers. All other covenants and obligations of the Landlord with respect to the Tenant's Preferred Area and the parking areas of the Shopping Center shall remain unchanged by this Amendment.

3. Paragraphs 1, 2 and 4 of the Lease entitled "Leased Property", "Construction of Building and Improvements", and "Base Rent", respectively, are amended to change all references to "56,510 square feet" to "40,817 square feet", except as otherwise provided for in this Amendment. The change in the Base Rent shall be effective upon the funding of the Tenant Improvement Allowance.

4. Paragraph 4(i) of the Lease entitled "First Five Years" is amended to read as follows:

During the first five (5) Lease Years, Tenant shall pay annual Base Rent in the amount of Four Hundred Eight-Six Thousand Nine Hundred Seventy-Two and No/100 Dollars (\$486,972.00), payable in equal monthly installments of Forty Thousand Five Hundred Eight-One and No/100 Dollars (\$40,581.00).

5. The term "Tenant Improvement Allowance" as referenced in the Lease, and in particular in Exhibit "C" to the Lease, is amended to mean \$2,525,000.00.

6. The pylon sign which Landlord has constructed pursuant to Paragraph 8(a) of the Lease is attached hereto as Exhibit "D". Tenant hereby relinquishes to Landlord the upper two (2) sign panels below the primary Circuit City designation (marked "Circuit City Sub-Tenant") for use by other tenants in the Shopping Center of Landlord's choice. Tenant shall have the use of Circuit City's portion of the pylon sign and Landlord shall have the use of all seven (7) removable tenant panels. Tenant shall have the right to subdivide its portion of the pylon sign to accommodate any permitted assignees or subtenants under the Lease.

7. As a material inducement for Circuit City to relinquish its right to lease the Additional Retail space, notwithstanding any limitation of Tenant's exclusive use rights provided for in Paragraph 19 (a)(v.) of the Lease or any other term or provision of the Lease, Landlord hereby agrees that it shall not permit any portion of the Additional Retail space to be used or



operated for any display, sale, rental, marketing or merchandising of any of the Products so long as the Premises are used for the initial uses set forth in Paragraph 18 of the Lease.

8. As a further material inducement for Circuit City to relinquish its right to lease the Additional Retail space, Landlord hereby agrees to pay the commissions due pursuant to the Listing Agreement, dated September 20, 1994, attached hereto as Exhibit "B", in the event one of the prospective tenants listed on Exhibit "C" attached hereto, or any affiliate or party related thereto, leases the Additional Retail Space.

9. All defined terms in the Lease shall have the same meaning in this Amendment.

10. All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

11. This Amendment and the Lease cover in full, each and every agreement of every kind or nature whatsoever between Landlord and Tenant and all preliminary negotiations and agreements whatsoever of every kind or nature are merged in this Agreement and the Lease. The Letter Agreement dated April 4, 1994, regarding the Additional Retail is hereby made null and void.

IN WITNESS WHEREOF, the parties have executed these presents on the day and year first written above.

LANDLORD:

BEIM & JAMES PROPERTIES III,  
a California limited partnership

ATTEST:

*Doni Legrand Shave*

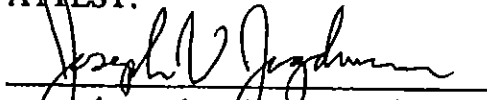
By: *John K. James*


John K. James,  
general partner

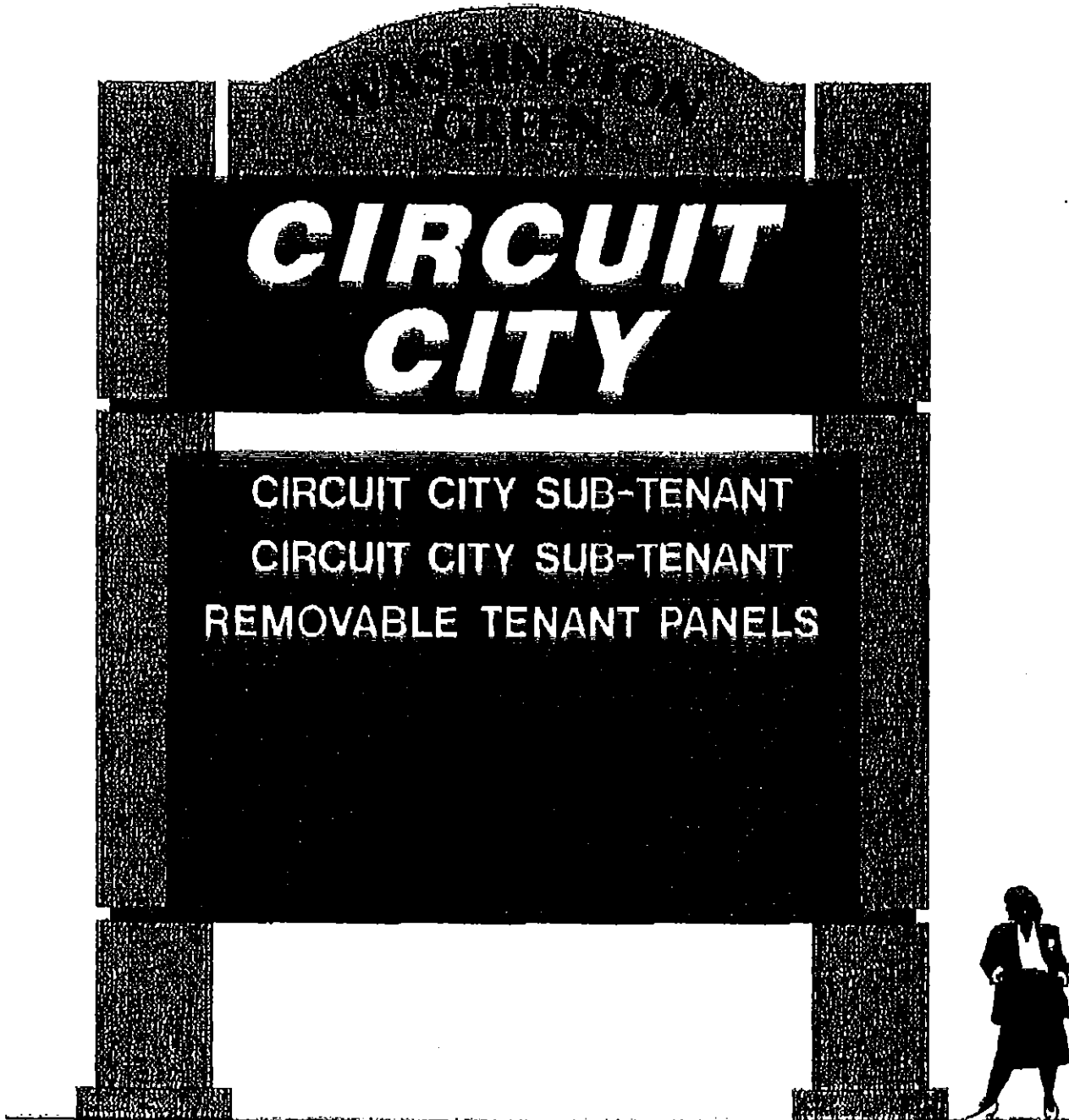
**TENANT:**

**CIRCUIT CITY STORES, INC.,**  
a Virginia corporation

**ATTEST:**

  
Assistant Secretary

By:   
Benjamin B. Cummings, Jr.,  
Vice President



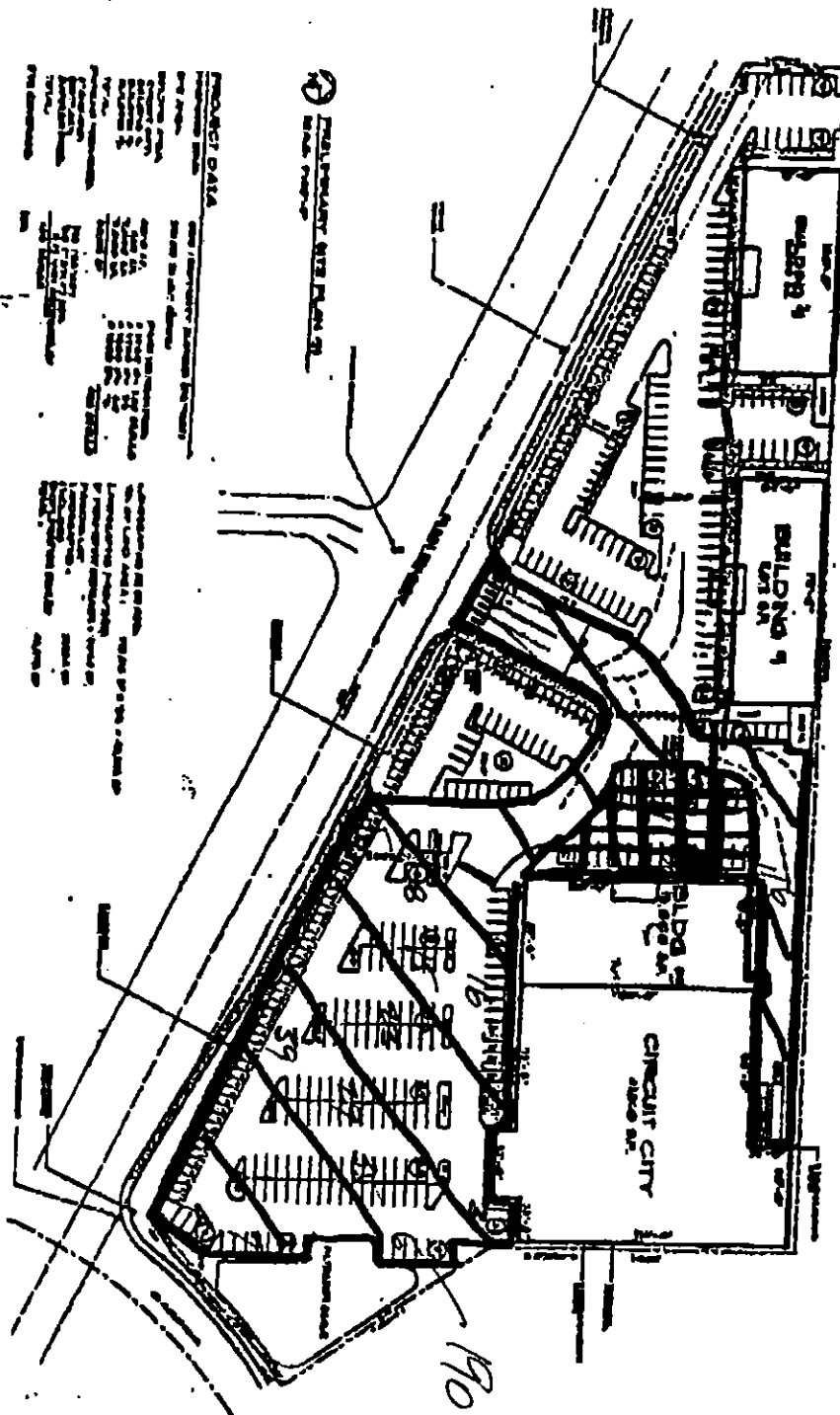
A handwritten signature in black ink, appearing to be "M. Bros." or similar.



**MARTIN BROS.  
SIGNS, INC.**  
204 JEFFERSON ST. EUGENE, OR.  
503-342-1769



WASHINGTON GREEN  
WASHINGTON COUNTY, OREGON



Schedule 1

--- Tenant's Preferred Area

--- Joint Parking Area

*[Signature]*

## **CIRCUIT CITY**

Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, VA 23233-1464  
(804)527-4000

### **EXHIBIT B**

Ruth Hamlin Eggleston  
Director of Surplus Properties  
(804) 527-4835

September 20, 1994

Mr. James A. Parsons  
Grubb & Ellis  
1000 S.W. Broadway, Suite 1000  
Portland, Oregon 97205

RE: Sublease of Approximately 15,000 Square Feet  
Washington Green, SW Hall Boulevard & Greenburg Road  
Washington County, Oregon

Dear Jim:

This Agreement is made this 26<sup>th</sup> day of September, 1994 between Circuit City Stores, Inc., (Circuit City) and Grubb & Ellis (Broker) in connection with the proposed leasing of the above captioned Property.

Provided that you, by signing and returning to the undersigned a duplicate original counterpart of this Agreement, accept the terms and conditions hereof, in consideration of Broker's agreeing to list the Property for lease, and in further consideration of your services and efforts to find a tenant, you are hereby granted the exclusive right from the execution hereof until the expiration of March 31, 1995 to lease the property. Notwithstanding the foregoing, this Agreement may be terminated without cause by either party upon thirty (30) days prior written notice. The Property is to be listed for \$14.00 per square foot net rental to Circuit City or upon such other price, terms and conditions as we may agree upon. Circuit City would like to lease the Property for a base term of five (5) years, with term/options not to exceed expiration of the master lease at January 31, 2015.

In consideration of this exclusive listing, Broker agrees:

- A. To use its best efforts and diligence in accordance with aggressive commercial real estate leasing standards to procure a tenant for the Property; and
- B. To aggressively advertise the Property locally and nationally.
- C. Broker will develop a brochure at their cost. Broker agrees to feature one 5x7 color photo, site map, building features, traffic counts and other national retailers located in the area; brochure proof to be approved by Circuit City. The mailing cost will be Broker's expense; and
- D. At Circuit City's request, to make an inspection of the Property's interior and exterior condition and fill out and return promptly to Circuit City inspection reports; and

Grubb & Ellis Broker Agreement  
September 20, 1994  
Page 2

- E. To keep Circuit City informed in writing as to the progress being made toward the consummation of a lease, not less frequently than a monthly basis.
- F. This listing may be entered in the Multiple Listing Service.

Circuit City hereby authorizes and directs you during the term of this Listing Agreement to place and maintain a "Building Available for Lease" sign on the Property and the existing pylon, and authorizes you to remove any other "For Lease" signs thereon, and to advertise the Property.

Any proposed lease of the Property shall be conditioned upon, inter alia; (a) Circuit City's approval of the proposed tenant's financial condition; (b) Circuit City's approval of the proposed tenant's plans for the use and development of the Property; (c) Circuit City's approval of any improvements to the Property by the prospective tenant, including the size and location of signage to be situated upon the Property; (d) the proposed transaction's compliance with any applicable zoning ordinance.

Circuit City agrees to pay Broker a leasing commission in accordance with the following schedule:

Three Dollars (\$3.00) per square foot of leased space if co-brokered with a broker other than any broker representing Biem & James Properties III (Landlord); OR Two Dollars (\$2.00) per square foot of leased space if not co-brokered, or brokered with any broker representing Landlord.

This commission shall be earned if, during the term of this exclusive Listing Agreement, any or all of the Property is leased to a tenant (procured by Broker, Circuit City or anyone else) and said tenant occupies the premises, completes all tenant's improvements and opens for business with the public.

In the event of a monetary default by tenant, Circuit City's obligation to pay a commission to Broker shall cease.

Circuit City agrees to cooperate with Broker in its efforts to lease the Property and to immediately refer to Broker all inquiries of anyone interested in the Property. Broker is authorized to accept a deposit from any prospective tenant on Circuit City's behalf, but Broker is not authorized to execute any letter of intent, lease or other document purporting to bind Circuit City without Circuit City's express prior written authorization.

In the event that any other broker or brokers shall be entitled to a Commission, or partial Commission, in connection with a lease of the Property, the total of all Commissions paid by Circuit City shall not exceed one full Commission as computed in accordance with the rates set

Grubb & Ellis Broker Agreement  
September 20, 1994  
Page 3

forth in this Listing Agreement. It shall be the responsibility of Broker to make arrangements with such other broker or brokers for a mutually agreeable apportionment of the Commission.

All of said Commission in any such transaction shall be paid to Broker and Broker will make the required payments to such other broker or brokers.

Broker will indemnify and hold Circuit City harmless from and against any losses or damages which Circuit City may suffer on account of conflicting claims from such other broker or brokers, and Broker will, upon Broker's receipt of notice from Circuit City of any such conflicting claims, assume the defense thereof at Broker's sole cost and expense.

Sincerely,

*Ruth H. Eggleston*  
Ruth Hamlin Eggleston  
Director of Surplus Properties

RHE:dro  
Parsons App

cc: Benjamin B. Cummings, Jr.  
Ann Marie Pettengell  
Deb Van Duzee

Agreed to and accepted this

26<sup>th</sup> day of September, 1994

Name:

*Ronald E. Darhik*

By:

Its:

**EXHIBIT C**

**H.K. Limited**

**Kids R Us**

**Big 5 Sporting Goods**

**Party City**

**Crown Books**

**Ben Franklin Crafts**



Location #3323  
Washington Green  
Portland, OR

#### ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made as of February 24, 1995, by and between CIRCUIT CITY STORES, INC., a Virginia corporation ("Assignor"); and CIRCUIT CITY STORES WEST COAST, INC., a California corporation ("Assignee").

#### RECITALS:

A. Assignor is the lessee under that certain lease or sublease described in Exhibit A attached hereto (as now or hereafter amended, "the Lease") for the premises described in the Lease (the "Leased Premises").

B. Assignee is a wholly-owned subsidiary of Assignor.

C. Assignor desires to assign its right, title and interest in the Lease to Assignee, and Assignee desires to accept such assignment and assume the performance of all of Assignor's obligations under the Lease on the terms set forth herein.

#### AGREEMENTS:

NOW, THEREFORE, it is mutually agreed among the parties as follows:

1. As of the date hereof, Assignor assigns, transfers, sells and conveys to Assignee (a) all of Assignor's right, title, interest and estate in and to the Lease and (b) all of Assignor's other rights, title and interest with respect to the Leased

Premises, including without limitation, all licenses, rights, permits, warranties and entitlements applicable to the Leased Premises.

2. As of the date hereof, Assignee accepts said assignment and expressly assumes the payment and performance of all of Assignor's obligations under the Lease arising from and after the date hereof.

3. Notwithstanding anything to the contrary contained herein, Assignor shall not be released from the performance of the lessee's obligations under the Lease, and Assignor shall remain primarily liable for said performance, including without limitation, the payment of all rent and the performance of all of the lessee's other obligations throughout the remainder of the term of the Lease.

4. Assignor warrants that it has good and marketable leasehold title to, and lawful possession of, the Leased Premises pursuant to the Lease. Assignor shall indemnify, defend and hold harmless Assignee from and against any loss, damage, claim, cost or expense (including reasonable attorneys' fees and litigation expenses) incurred or suffered by, or asserted against, Assignee as a result of a breach by Assignor of the foregoing warranty of title contained herein.

5. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

WITNESS the following signatures.

ASSIGNOR:

CIRCUIT CITY STORES, INC.

By: P. Dunn

Title: Treasurer

ASSIGNEE:

CIRCUIT CITY STORES WEST  
COAST, INC.

By: P. Dunn

Title: Treasurer

**EXHIBIT A**

The original lease dated April 1, 1994 for the following premises between Beim & James Properties III, a California Limited Partnership and Circuit City Stores, Inc. as now or hereafter amended:

Location #3323  
Washington Green  
Portland, OR